

**SIXTH AMENDMENT
TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS SIXTH AMENDMENT TO AGREEMENT is made and entered into this 29th day of July, 2024 by and between the Nassau County Value Adjustment Board, hereinafter referred to as the "VAB", and the Law Firm of Tomassetti & Prince, whose principal office is located at 303 Centre Street, Ste. 203, Fernandina Beach, Florida 32034, hereinafter referred to as "Tomassetti & Prince".

WHEREAS, the parties entered into an Agreement for Professional Services dated July 25, 2016 and the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment to the Agreement for Professional Services (collectively, the "Original Agreement");

WHEREAS, pursuant to Florida Statutes Section 194.015, the VAB must appoint qualified private counsel to be present during each and every meeting of the VAB;

WHEREAS, Tomassetti & Prince represents that it is qualified to perform all such services;

WHEREAS, Tomassetti & Prince desires to render certain services as described in the Scope of Services previously issued, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the parties are desirous of continuing the existing Agreement from August 1, 2024 to July 31, 2025 at the rates as set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained in the Original Agreement, the parties hereto agree to amend the Original Agreement as follows:

1. Article 3, Term of Agreement is amended to add the underlined language as follows:

ARTICLE 3-TERM OF AGREEMENT

The term of this Agreement shall ~~before~~ begin August 1, 2024 and end on July 31, 2025. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this provision shall be in one (1) month increments. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the VAB and Tomassetti & Prince.

2. Article 4, Compensation is amended to update the billing rate for Tomassetti & Prince as follows:

ARTICLE 4 – COMPENSATION

4.1 The VAB shall pay Tomassetti & Prince ~~Two Hundred and Twenty five Dollars (\$225.00)~~ Two Hundred and Thirty Dollars (\$230.00) per hour for all attorney time billed which was approved May 6, 2024 and effective upon that date, subject to the following restrictions:

- A. Tomassetti & Prince shall not bill for more than one attorney in any inter-firm communications;
- B. Tomassetti & Prince shall not bill for travel time to and from meetings.
- C. For non-mandatory training costs, Tomassetti & Prince shall prepare a cost estimate which must be approved by the VAB prior to it being incurred.

3. Except as expressly modified herein, all other terms and conditions of the Original Agreement shall remain in full force and effect and are hereby ratified and reaffirmed.

Section 3. The Nassau County Value Adjustment Board shall waive the filing fee with respect to a petition filed by a taxpayer who demonstrates at the time of filing, by an appropriate certificate or other documentation issued by the Department of Children and Family Services and submitted with the petition, that the petitioner is then an eligible recipient of temporary assistance under Chapter 414, *Florida Statutes*.

Section 4. All filing fees imposed by this Resolution shall be paid to the Clerk of the Value Adjustment Board at the time of filing.

ADOPTED by the Nassau County Value Adjustment Board, this 29th day of July 2024.

Nassau County Value Adjustment Board

By: _____

Klynt A. Farmer, Chairman

Attestation: Only to Authenticity of
Chairman's signature:

John A. Crawford
Ex-Officio Clerk

Approved as to form by the Value Adjustment
Board Attorney:

Teresa L. Prince